

MACOMB TOWNSHIP BOARD OF TRUSTEES  
MEETING MINUTES AND PUBLIC HEARING  
WEDNESDAY, SEPTEMBER 13, 2006

LOCATION: MACOMB TOWNSHIP MEETING CHAMBERS  
54111 BROUGHTON ROAD  
MACOMB, MI 48042

PRESENT: JOHN D. BRENNAN, SUPERVISOR  
MICHAEL D. KOEHS, CLERK  
MARIE MALBURG, TREASURER  
DINO F. BUCCI, JR, TRUSTEE  
JANET DUNN, TRUSTEE  
ROGER KRZEMINSKI, TRUSTEE  
NANCY NEVERS, TRUSTEE

ABSENT: NONE

ALSO PRESENT: Lawrence Dloski, Legal Counsel  
Jerome Schmeiser, Planning Consultant  
James VanTiflin, Engineering Consultant  
*(Additional attendance on file at the Clerk's Office)*

Supervisor BRENNAN called the meeting to order at 7:00 p.m. and the Pledge of Allegiance was recited.

**ROLL CALL**

1. Clerk KOEHS called the roll and the entire Board of Trustees was present.

**APPROVAL OF THE AGENDA**

2. The agenda was reviewed and items 10 and 14 were tabled; items 16a, 16b, 16c, 17a, and 22 were added; and item 12 was deleted from the agenda.

**MOTION by DUNN seconded by NEVERS to approve the agenda as amended.**

**MOTION carried.**

3. Both bill runs were reviewed and there were no additions, deletions or corrections.

**MOTION by KRZEMINSKI seconded by BUCCI to approve both bill runs as presented.**

**MOTION carried.**

**APPROVAL OF THE PREVIOUS MEETING MINUTES**

4. The minutes of the previous meeting held on August 23, 2006 were reviewed and any additions, corrections or deletions were discussed and made.







**MOTION by DUNN seconded by MALBURG to approve the minutes of the meeting of August 23, 2006 as presented.**

**MOTION carried.**






## **AGENDA ITEMS**

### **5. Consent Agenda Items:**




#### **A. Clerk's Department:**


1.  Release of Wall Sign Bond; Macomb Family Eye Care; Parcel No. 08-23-100-029
2.  Release of Construction Trailer Bond; Penzien Farms Subdivision; Parcel No. 08-08-200-011
3.  Release of Landscape Bond; Tessner Park Subdivision; Parcel No. 08-3-300-037
4.  Release of Monuments & Irons Bond; Castle-Mar Subdivision; Parcel No. 08-15-476-011
5.  Model Permit Request; Gloede Park Estates, Lots 1 and 41; 21 Mile Rd. and Card Rd., Section 30.
6.  Model Permit Request; Golfview Estates Subdivision, Lots 24, 28, 29 and 30 Section 25

#### **B. Department Monthly Reports:**

1.  Building Department
2.  Fire Department
3.  Macomb County Sheriffs Department
4.  Parks and Recreation Department
5.  Water/Sewer Department

#### **C. Water/Sewer Dept.**

1.  Easement Encroachment Agreement: Harold C. Wessel and Cathy A. Wessel, trustees of the Harold C. Wessel and Cathy A. Wessel living trust agreement under date of November 12, 2004. 17415 Invitational Drive, Macomb MI, 48044. Lot 111, Country Club Village of the North Subdivision. Parcel No. 08-05-128-023. (Fence Encroachment)
2.  Easement Encroachment Agreement: Jason A. Goecke and Diana A. Goecke, 47425 Mt. Vesuvius Drive, Macomb MI 48044, Lot 225, Pompea Gardens Subdivision. Parcel No. 08-29-303-020.
3.  Easement Encroachment Agreement: Ross Wilson and Kristin Wilson, 55405 Silver Creek Lane, Macomb MI 48042, Lot 65, The Rivers Subdivision # 1, Parcel No. 08-06-430-027.

4.  Easement Encroachment Agreement: Toni Spirovski and Keti Spirovski, 47613 Nautical Way, Macomb MI 48044, Lot 177, Beacon Square Subdivision # 2, Parcel No. 08-28-331-008.

D. Human Resources Dept.

1.  Request for Personal Leave of Absence
2.  Request for Family Medical Leave of Absence

**MOTION by BUCCI seconded by MALBURG to approve the Consent Agenda as presented.**

**MOTION carried.**

6. **Public Comments - NONE**

**PUBLIC HEARINGS**

7.  **Adopt Resolution Establishing a Street Lighting Special Assessment District; Lancaster Subdivision; Section 28** *(Tabled from July 12, 2006)*

**Mr. BRENNAN opened the Public Hearing at 7:06 p.m. Steve Francis, representing the Home Owners Association Board informed the Board of the vote that was taken among the home owners. He indicated that there are 253 lots in the subdivision, 194 responded to the vote. 122 in favor and 72 opposed. Dan Monacelli, a home owner there, stated that he is opposed because of the costs.**

**MOTION by BUCCI seconded by KRZEMINSKI to close the public hearing at 7:18 p.m**

**MOTION carried.**

**MOTION by DUNN seconded by BUCCI to adopt a Resolution Establishing a Street Lighting Special Assessment District; Lancaster Subdivision as follows:**

**Street Lighting Lancaster Subdivision  
RESOLUTION ORDERING ESTABLISHMENT  
OF STREET LIGHTING DISTRICT**

**Minutes of a regular meeting of the Township Board of the Township of Macomb, County of Macomb, Michigan, held in the Township Hall in said Township on July 12, 2006, at 7:00 P.M., Eastern Daylight Savings Time.**

**PRESENT: John D. Brennan, Michael D. Koehs, Marie E. Malburg, Janet Dunn, Dino F. Bucci, Jr., Roger Krzeminski, Nancy Nevers.**

**ABSENT: None.**

**The following preamble and resolution were offered by Member Dunn and supported by Member Bucci.**

WHEREAS, pursuant to 1989 PA 80 (the "Act"), the Township Board is empowered to establish a Special Assessment for the installation and maintenance of street lighting on its motion or upon the submission of petitions as prescribed in the Act; and

WHEREAS, the Township Board has determined that the installation of a street light or lights illuminating street serving lands described in Exhibit "A" is necessary to preserve the public health; and

WHEREAS, the Township Board desires to establish a Special Assessment District obligating the benefited owners to pay for the cost of installation and operation of street lighting; and

WHEREAS, a public hearing for the establishment of a Special Assessment District for street lighting was held coincident with this meeting and was prefaced by published and mailed notice as required by the Act and 1962 PA 162.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE TOWNSHIP OF MACOMB, MACOMB COUNTY, MICHIGAN:

1. It is hereby directed that a street light or lights shall be installed at Lancaster Subdivision, which will illuminate streets, serving and benefiting the lot(s) and/or parcel(s) of land described in Exhibit "A".

2. A Special Assessment District consisting of the lot(s) and parcel(s) described in Exhibit "A" is hereby established and the cost for installation of said street lights(s) and all future electrical service be levied against the parcel(s) and/or lot(s) so described in direct proportion to the benefit conferred.

3. The annual electrical service charge is Ten Thousand Five Hundred Fifteen dollars and 91/100 (\$10,515.91). Three times the annual cost is Thirty One Thousand Five Hundred Forty Seven dollars and 73/100 (\$31,547.73). Total project cost is One Hundred Five Thousand Two Hundred Twenty Seven dollars and 98/100 (\$105,227.98). The petitioner contribution amount is Seventy Three Thousand Six Hundred Eighty dollars and 25/100 (\$73,680.25). The Townships at large contribution is zero dollars and 00/100 (\$0.00).

4. The Township Board shall hereafter annually determine the amount to be assessed in the district for lighting and shall direct the assessor to levy this amount. The assessment may be made either in a special assessment roll or in a column provided in the regular tax roll. The assessment shall be spread and become due and be collected at the same time as the other Township taxes are assessed, levied and collected and shall be returned in the same manner for nonpayment.

---

MICHAEL D. KOEHS, CMC  
MACOMB TOWNSHIP CLERK

SAD, Street Lighting, Lancaster Subdivision  
EXHIBIT "A"  
LEGAL DESCRIPTION OF  
SPECIAL ASSESSMENT LIGHTING DISTRICT

Part of the northeast quarter and the southeast quarter of Section 28, Town 3 North, Range 13 East, Macomb Township, Macomb County, Michigan being described as:

Beginning at the east quarter post of Section 28, Thence south 00 degrees 01 minutes 44 seconds east 551.55 feet along the east line Section 28 to the north line of Beacon Square Subdivision No. 3 as recorded in Liber 128 of Plats Pages 31 thru 38 inclusive, Macomb County Records; Thence along the boundary of Beacon Square Subdivision No. 3 the following three courses, north 89 degrees 50 minutes 53 seconds west 420.00 feet, south 00 degrees 01 minutes 44 seconds east 117.50 feet and north 89 degrees 50 minutes 53 seconds west 2271.61 feet to the north and south quarter line of Section 28 and the east line of Beacon Square Subdivision No. 2, as recorded in Liber 117 of Plats, Pages 19 thru 27 inclusive, Macomb County Records; Thence north 00 degrees 23 minutes 58 seconds west 671.47 feet along the east line of Beacon Square Subdivision No. 2 and the north and south quarter line of Section 28 to the center post of Section 28; Thence continuing along the north and south quarter line of Section 28, north 00 degrees 03 minutes 11 seconds west 1345.49 feet; Thence south 89 degrees 49 minutes 53 seconds east 1340.07 feet; Thence south 00 degrees 22 minutes 12 seconds east 1184.97n feet; Thence north 89 degrees 23 minutes 25 seconds west 20.73 feet; Thence south 18 degrees 25 minutes 56 seconds west 170.29 feet to the east and west quarter line of Section 28; Thence south 89 degrees 47 minutes 12 seconds east 1424.06 feet along the east and west quarter line of Section 28 to the point of beginning. Containing 81.65 acres more or less. Subject to any and all easements and rights of way or record or otherwise.

Pre-Printed Portion of document  
drafted by:


Lawrence W. Dloski  
ANTHONY, SEIBERT AND DLOSKI, PLLC  
59 N. Walnut, 202 Vicant Building  
Mt. Clemens, MI 48043

AFTER RECORDING RETURN TO: Michael D. Koehs  
Macomb Township Clerk  
54111 Broughton Road  
Macomb, MI 48042

AYES: DUNN, BUCCI, KRZEMINSKI, NEVERS, MALBURG, KOEHS,  
BRENNAN  
NAYS: NONE

MOTION carried.

## PLANNING


8.  **Tentative Preliminary Plat; Riviera Ridge Estates;** Located on the east side of Card Road, 819' ft north of 22 Mile Road; Section 23; Riviera Ridge Estates LLC, Petitioner. Permanent Parcel No. 08-23-300-022.

Mr. Jerome Schmeiser, Planning Consultant, reviewed this item and stated his recommendation of approval.

Mr. Jeffrey Rizo, representing the petitioner, was also present to answer any questions which the Board might have.

**MOTION by KRZEMINSKI seconded by MALBURG to approve the Tentative Preliminary Plat; Riviera Ridge Estates;** Located on the east side of Card Road, 819' ft north of 22 Mile Road; Section 23; Riviera Ridge Estates LLC, Petitioner. Permanent Parcel No. 08-23-300-022.

**MOTION carried.**

9.  **Final Preliminary Plat; Riviera Ridge Estates;** Located on the east side of Card Road, 819' ft north of 22 Mile Road; Section 23; Riviera Ridge Estates LLC, Petitioner. Permanent Parcel No. 08-23-300-022.


Mr. Jerome Schmeiser, Planning Consultant, reviewed this item and stated his recommendation of approval.

Mr. Jeffrey Rizzo, representing the petitioner, was also present to answer any questions which the Board might have.

**MOTION by KRZEMINSKI seconded by MALBURG to approve the Final Preliminary Plat; Riviera Ridge Estates;** Located on the east side of Card Road, 819' ft north of 22 Mile Road; Section 23; Riviera Ridge Estates LLC, Petitioner. Permanent Parcel No. 08-23-300-022.

**MOTION carried.**

## **NEW BUSINESS**

10.  Request for Liquor License Transfer; 23 Mile Rd. & Card Rd.; Michael J. Ammori, Petitioner.  
*(This matter was tabled at the time the agenda was approved.)*

## **BUILDING DEPARTMENT**

11.  **Adoption of Ordinance** Addressing Floodplain Management Provisions of the State Construction Code.

Mr. BRENNAN introduced this item and Mr. James VanTiflin, reviewed this item in detail. He also stated his recommendation for approval.

**MOTION by KRZEMINSKI seconded by DUNN to adopt the Adoption of an Amendment to Chapter 5, Article 1, of the Code of Ordinances, adding section 5-2 Addressing Floodplain Management Provisions of the State Construction Code as follows:**

**TOWNSHIP OF MACOMB  
MACOMB COUNTY, MICHIGAN  
AMENDMENT TO CHAPTER 5, ARTICLE I,**

**OF THE TOWNSHIP CODE OF ORDINANCES,  
ADDING SECTION 5-2 REGARDING FLOODPLAIN  
MANAGEMENT PROVISIONS  
Number 234**

Chapter 5, Article I, of the Township Code of Ordinances is hereby amended to add Section 5-2 and subsections as follows:

**5-2 FLOODPLAIN MANAGEMENT**

- (a) AGENCY DESIGNATED. Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of the Act 230, of the Public Acts of 1972, as amended, the Building Official of the Township of Macomb is hereby designated as the enforcing agency to discharge the responsibility of the Township of Macomb Under Act 230, of the Public Acts of 1972, as amended, State of Michigan. The Township of Macomb assumes responsibility for the administration and enforcement of said Act through out the corporate limits of the community adopting this ordinance.
- (b) CODE APPENDIX ENFORCED. Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code shall be enforced by the enforcing agency within the Township of Macomb.
- (c) DESIGNATION OF REGULATED FLOOD PRONE HAZARD AREAS. The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) Entitled Flood Insurance Study, Macomb County, Michigan and all jurisdictions and dated September 29, 2006 and the Flood Insurance Rate Map(s) (FIRMS) panel number(s) of 26099C0228G, 0230G, 0235G, 0237G, 0238G, 0239G, 0243G, 0244G, 0245G, 0255G, 0263G, 0265G and dated September 29, 2006 are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3 of the Michigan Building Code, and to provide the contents of the "Flood Hazards" section of Table R301.2(1) of the Michigan Residential Code.

Section 2. **SEVERABILITY**

If any section, paragraph, clause or provision of this Ordinance is for any reason held invalid or unconstitutional, the invalidity or unconstitutionality of such section, paragraph, clause or provision shall not effect any of the remaining provisions of this Ordinance.

Section 3. **PUBLICATION**

A true copy of this Ordinance or summary thereof shall be published in the Macomb Daily, a newspaper of general circulation in the Township of Macomb.

Section 4. **EFFECTIVE DATE**

This Ordinance shall take effect thirty (30) days after publication.


Section 5. **CERTIFICATION**

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the Township Board of Macomb Township, Macomb County, Michigan at a meeting held on the 13th day of September, 2006, by the following vote of the members thereof:


**AYES: KRZEMINSKI, DUNN, NEVERS, BUCCI, MALBURG, KOEHS, BRENNAN**

**NAYS: NONE**

**MOTION carried.**

12.  **Adoption of Resolution** of Intent for Participating in the National Flood Insurance Program.

**(This item was deleted at the time the agenda was approved)**

13.  **Adoption of Resolution** to Manage Floodplain Development for the National Flood Insurance Program.

Mr. BRENNAN introduced this item and Mr. James VanTiflin, reviewed this resolution in detail. He also stated his recommendation for approval.

**MOTION by KRZEMINSKI seconded by MALBURG to approve the Adoption of Resolution to Manage Floodplain Development for the National Flood Insurance Program as follows:**

**COMMUNITY RESOLUTION TO  
MANAGE FLOODPLAIN DEVELOPMENT  
FOR THE NATIONAL FLOOD INSURANCE PROGRAM**

**WHEREAS**, the Community of Macomb Township currently participates in the Federal Emergency Management Agency's (FEMAs) National Flood Insurance Program (NFIP) by complying with the program's applicable statutory and regulatory requirements for the purposes of significantly reducing flood hazards to persons, reducing property damage, and reducing public expenditures, and providing for the availability of flood insurance and federal funds or loans within its community, and

**WHEREAS**, the NFIP requires that floodplain management regulations must be present and enforced in participating communities, and utilize the following definitions which also apply for the purposes of this resolution:

1. Flood or Flooding means:
  - a. A general and temporary condition of partial or complete inundation of normally dry land areas from: 1) the overflow of inland or tidal waters, 2) the unusual and rapid accumulation or runoff of surface waters from any source, 3) mudflows, and
  - b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated



cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding, as defined in paragraph (a)(1) of this definition.

2. Flood Hazard Boundary Map (FHBM) means an official map of a community, issued by the FEMA, where the boundaries of the flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zone A, M, and/or E. (This is to be included only if the FEMA has issued a FHBM for the community).
3. Floodplain means any land area susceptible to being inundated by water from any source (see definition of flooding).
4. Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.
5. Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance), and other applications of police power that provide standards for the purpose of flood damage prevention and reduction.
6. Structure means a walled and roofed building that is principally above ground, gas or liquid storage facility, as well as a mobile home or manufactured unit.

**WHEREAS**, the Stille-Derossett-Hale Single State Construction Code Act", Act No. 230 of the Public Acts of 1972, as amended (construction code act), along with its authorization of the state construction code composed of the Michigan Residential Code and the Michigan Building Code [and its Appendices (specifically Appendix G if adopted by the community)] contains floodplain development and management regulations that comply with the FEMA NFIP minimum floodplain management criteria for flood prone areas, as detailed in Title 44 of the Code of Federal Regulations (44 CFR), Section 60.3, and

**WHEREAS**, by an ordinance adoption action, the community accepted the responsibility to administer, apply, and enforce the provisions of the construction code act and the state construction code, specifically the Michigan Residential Code and the Michigan Building Code, to all construction within its community boundaries, and [Community B has agreed to enforce those codes on behalf of Community A (if appropriate)]

**NOW THEREFORE**, to maintain eligibility and continued participation in the NFIP,

1. The community directs its designated enforcing agent for the construction code act, the Macomb Township Building Official, to administer, apply, and enforce the floodplain management regulations as contained in the state construction code (including Appendix G, if adopted) and to be consistent with those regulations by:
  - a. Obtaining, reviewing, and reasonably utilizing flood elevation data available from federal, state, or other sources pending receipt of data from the FEMA to identify the flood hazard area and areas with potential flooding.
  - b. Ensuring that all permits necessary for development in floodplain areas have been issued, including a floodplain permit, approval, or letter of no authority from the Michigan Department of Environmental Quality under the floodplain regulatory provisions of Part 31, "Water Resources Protection," of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.
  - c. Reviewing all permit applications to determine whether the proposed building sites will be reasonably safe from flooding. Where it is determined that a proposed building will be located in a flood hazard area or special flood hazard area, the construction code act enforcing agent shall implement the following applicable codes according to their terms:
    1. Floodplain management regulation portions and referenced codes and standards of the current Michigan Residential Code.

2. Floodplain management regulation portions and referenced codes and standards of the current Michigan Building Code.
3. Appendix G of the current Michigan Building Code, if adopted.
- d. Reviewing all proposed subdivisions to determine whether such proposals are reasonably safe from flooding and to ensure compliance with all applicable floodplain management regulations.
- e. Assisting in the delineation of flood hazard areas; providing information concerning uses and occupancy of the floodplain or flood-related erosion areas, maintaining floodproofing and lowest floor construction records, cooperating with other officials, agencies, and persons for floodplain management.
- f. Advising FEMA of any changes in community boundaries, including appropriate maps.
- g. Maintaining records of new structures and substantially improved structures concerning any certificates of floodproofing, lowest floor elevation, basements, floodproofing, and elevations to which structures have been floodproofed.
2. The community assures the Federal Insurance Administrator (Administrator) that it intends to review, on an ongoing basis, all amended and revised FHBMs and Flood Insurance Rate Maps (FIRMs) and related supporting data and revisions thereof and revisions of 44 CFR, Part 60, Criteria for Land Management and Use, and to make such revisions in its floodplain management regulations as may be necessary to continue to participate in the program.
3. The community further assures the Administrator that it will adopt the current effective FEMA Flood Insurance Study (FIS), FHBMs, and/or the FIRMs by reference within its Floodplain Management Map Adoption Ordinance or similarly binding ordinance documentation.

Community: **Macomb Township**

Date Passed: **September 13, 2006**

Officer Name: **John D. Brennan**

Title: **Supervisor, Macomb Township**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**AYES: KRZEMINSKI, MALBURG, NEVERS, DUNN, BUCCI, KOEHS, BRENNAN**

**NAYS: NONE**

**MOTION carried.**

## **HUMAN RESOURCES DEPARTMENT**

### **14. Request to Enter into Service Agreement for Town Hall HVAC**

*(This matter was tabled at the time the agenda was approved.)*

## **WATER AND SEWER DEPARTMENT**

### **15. Purchase Requisitions:**

A. SLC Meter Service

Mr. Brennan reviewed this item and stated his recommendation of approval.

**MOTION by BUCCI seconded by DUNN to approve the purchase requisition for SLC Meter Service n the amount of sixty three thousand nine hundred fifty eight dollars and thirty eight cents (\$63,958.38)**

**MOTION carried.**

**BOARD COMMENTS**

16. Supervisor Comments:

A. **The Williams House on 21 Mile Road. Destroyed by fire and approved for demolition.**

Mr. BRENNAN and Lawrence Dloski, Township Attorney, reviewed this item and stated their recommendation to table this matter to the Board Meeting of October 11, 2006. Mr. Dloski indicated that he had verified the repair contract and that repairs were to start by September 25, 2006.

Mr. Mark Williams, the home owner of the house in question, was also present to answer any questions which the Board might have. He indicated that the repairs would indeed start by the end of September, and be completed within 60 to 90 days.

David Balos, representing the Home Owners Association, stated his concerns of on going blight.

John Dowd, a neighbor, wants a performance bond posted. Mr. Dloski advised him that this cannot be done legally.

Louis Asher, a neighbor, was concerned with general appearance of the house and yard during reconstruction.

Frances Coulter, a neighbor, stated her concerns with image of the neighborhood regarding the burnt shell of the home.

William Minor, a neighbor, expressed his concerns that the renovation will not get done in a timely fashion.

**MOTION by KRZEMINSKI seconded by BUCCI to table demolition to October 11, 2006**

**MOTION carried.**

B. **Amendment to the Garbage Ordinance.**

Mr. Dloski, Township Attorney, reviewed this item and some last minute changes, and stated his recommendation of approval. The language proposed replaces the current language in the Code of Ordinances in its entirety.

**MOTION by KRZEMINSKI seconded by DUNN to adopt the Ordinance as amended as follows:**

**TOWNSHIP OF MACOMB**  
**MACOMB COUNTY, MICHIGAN**  
**ORDINANCE REPEALING AND REPLACING CHAPTER 8**  
**OF THE TOWNSHIP CODE OF ORDINANCES**  
**PERTAINING TO GARBAGE, TRASH AND REFUSE**

**TITLE**

**AN ORDINANCE** securing the public health, safety and general welfare of the residents and property owners of Macomb Township through the establishment and implementation of a program for refuse collection and disposal by a single waste hauler for residential dwelling units; to provide for the selection of a waste hauler; to provide for services to be rendered by the waste hauler; to establish collection schedules and procedures; to authorize special collections; to prohibit the unlawful transportation of refuse; to provide penalties for the violation thereof and to repeal any ordinances and/or resolutions in conflict therewith.

**THE TOWNSHIP BOARD OF THE TOWNSHIP OF MACOMB, MACOMB COUNTY,  
MICHIGAN, ORDAINS:**

**SECTION 1. SHORT TITLE**

This Ordinance shall be known and cited as the "Macomb Township Single Hauler Waste Collection and Disposal Ordinance."

**SECTION 2. FINDINGS AND PURPOSE**

The Township Board has determined that a single hauler waste collection and disposal program for residential dwelling units would protect the public health and be in the best interest of the Township. In order to facilitate the single hauler waste collection and disposal program, the Township shall select such waste hauler on a sealed competitive bid basis and award the selected waste hauler the exclusive designation of "Township of Macomb Waste Hauler" for the single hauler waste collection and disposal program. The waste hauler shall have the demonstrated ability and capacity to provide a high level of quality service to residential dwelling units within the Township.

**SECTION 3. ENABLING AUTHORITY**

This Ordinance is adopted in accordance with and pursuant to Act 116, Public Acts of 1923, as amended; Act 179, Public Acts of 1947, as amended; Act 188 of Public Acts of 1954, as amended and Act 92 of Public Acts of 1955, as amended.

**SECTION 4. DEFINITIONS**

For the purpose of construction and application of this Ordinance, the following definitions shall apply:

A. "Brush" shall mean tree trimmings and shrubbery trimmings not exceeding one (1") inch in diameter.

B. "Commercial Refuse" shall mean the rejected, unwanted, discarded or abandoned material generated by commercial establishments and uses such as office buildings, personal service establishments, technical and scientific research facilities, professional service offices, clinics, churches and the waste from industrial and institutional establishments.

C. "Construction Debris" shall mean all unwanted, rejected, discarded or abandoned materials resulting from the alteration, repair, demolition or construction of buildings or structures.

D. "Designated Waste Hauler" means any person awarded a contract by the Township to engage in the business of collecting solid waste, recyclable materials, and yard waste from residential dwelling units within the Township and hauling, transporting or disposing of such materials.

E. "Garbage" shall mean rejected food wastes including waste accumulation of animal, fruit or vegetable matter used or intended for food or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetable.

F. "Hazardous and Flammable Materials" shall mean those materials which are explosive or

which would be hazardous to the health, safety and welfare of any haulers or workers or to those employees in the operation of an incinerator plant for the disposal of refuse. These materials would, by way of illustration, but not by limitation, include and be similar to the following: gasoline, fuel oil, kerosene and other petroleum products as well as chemical products, including a large volume of pressurized containers, that would be dangerous to the operation of an incineration process and industrial products that would be hazardous or dangerous to the operation of an incineration process.

G. "Hazardous Waste" shall mean, waste or a combination of waste and other discarded material including solid, liquid, semi-solid or contained gaseous material which because of its quality, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality or increase in serious or irreversible illness or serious incapacitating, but reversible illness, or pose a substantial present or potential hazard to human health or the environment if improperly treated, stored, transported, disposed of, or other wise managed.

Waste from an institution such as hospital or an institution of a like nature, and waste from pharmaceutical establishments and doctors offices that do not fall into the classification of garbage, food products, paper and trash, shall be considered hazardous waste.

H. "Owner/Occupant" shall mean, unless the Township is notified in writing to the contrary, the person whose name appears on the most recent tax assessment roll of the Township.

I. "Person" shall mean any individual, firm, owner, occupant, tenant, corporation, partnership, limited liability company, association or joint venture responsible for the premises.

J. "Recyclables" shall mean a specific garbage, rubbish or solid waste that is required to be picked up separately for the purpose of recycling. These items shall include, but not be limited to, newspapers, glass containers, metal cans, Type 1 and Type 2 plastics, and household batteries.

K. "Refuse" shall mean garbage, rubbish, recyclables, solid waste, yard waste, and brush. Refuse shall not include construction debris, hazardous waste or hazardous and flammable materials.

L. "Residential dwelling unit" shall mean a single family home(s), that is not attached to any other dwelling unit, which may be built on a parcel of land; in a platted subdivision; or a unit in a site condominium, excluding dwelling units in a mobile home park.

M. "Rubbish" shall mean waste paper, household plastic, empty tin cans and glass containers, if cleaned of contents, wood or wood products of under three (3") inch diameter and three (3') feet in length, paper products, books, magazines, glass, crockery, stone, concrete and similar materials.

N. "Solid Waste" shall mean putrescible and non-putrescible solid wastes, except body wastes and includes garbage, rubbish, ashes, incinerator ash, incinerator residue, street cleanings, and municipal sludges, but does not include ferrous or non-ferrous scrap directed to a scrap metal processor or to a reuser of ferrous or non-ferrous products.

O. "Special Collection" shall mean any collection of refuse at a time other than the regularly scheduled once per week collection, or of a volume or quantity of refuse exceeding the limitations of this Ordinance whether requested by an owner or occupant or done by the Township to eliminate a violation of Township Ordinances.

P. "Supervisor" shall mean the Supervisor of the Township of Macomb or his/her duly appointed agent or representative.

Q. "Township" shall mean the Township of Macomb.

R. "Yard Waste" shall mean materials resulting from landscaping for collection for composting. Residential grass clippings, leaves, weeds, twigs, pruning, shrub clippings, garden waste, old potting soil and dirt incidental to minor yard work.

## **SECTION 5. PROHIBITED CONDUCT**

The owner/occupant of a residential dwelling unit shall not dispose of any solid waste or recyclable materials, including yard clippings generated from a residential dwelling unit within the Township other than by means of the designated waste hauler awarded the contract by the Township for such purpose.

No person except the designated waste hauler shall engage in the business of collection, transporting, delivery or disposal of solid waste or recyclable materials generated by a residential dwelling unit with the Township.

It shall be unlawful for any person, or the owner, occupant, tenant or lessee of any residential dwelling unit within the Township to dispose of or attempt to dispose of refuse in a receptacle in contravention to this Ordinance.

It shall be unlawful to mix refuse in any container with construction debris, commercial refuse, hazardous waste, non-burnable materials or with hazardous and flammable materials.

#### **SECTION 6. SERVICES PROVIDED**

The Township through its designated waste hauler, will provide the curb side collection of refuse, recyclables and yard waste. Additionally, one day per year will be designated for the disposal of hazardous waste.

#### **SECTION 7. EXISTING CONTRACTS**

If a contract with the company other than the designated waste hauler was in existence on or before January 1, 2007, for the collection and disposal of solid waste from residential dwelling units, delivery of solid waste from such residential dwelling units to the company specified in the contract may be continued for the duration of the contract; however, such contract shall be subject to verification by the Township.

The provisions of this ordinance shall not prohibit the placement of solid waste, yard clippings or recyclable materials for collection by a person or company other than the designated waste hauler, if such person or company is providing collection services pursuant to a collection contract existing prior to January 1, 2007, between said person or company and the owner and occupant of a residential dwelling unit.

#### **SECTION 8. CONTAINMENT OF REFUSE**

The Township, through its designated waste hauler, will provide containers for the storage of refuse and recyclables and for curb side pick up, which containers shall be used by the occupant/owners of residential dwelling units.

All such containers shall be tightly secured by a watertight top and plastic bag containers shall be securely tied, in such manner as to prevent the contents from being spilled, blown, strewn, or damaged by the forces of nature, animals, insects or persons. Waste haulers shall not remove from the premises any refuse not properly located and secured as provided in this Ordinance.

The maximum weight of any container when filled with rubbish and located for pick-up shall be forty (40) pounds, including the weight of the container. Containers shall be maintained in good condition without holes or cracks and shall be of a durable quality for the purpose intended.

All refuse containing sharp objects such as broken glass, can lids and similar materials which are to be enclosed in plastics bags permitted under this Ordinance shall be first placed within another container or otherwise sufficiently wrapped in a manner to prevent injury to the waste hauler which would otherwise result from such objects protruding or cutting through plastic rubbish bags.

A. Bulk Rubbish - all bulk rubbish accumulated on any premises, such as cardboard containers, wooden crates and similar rubbish, shall be flatted and tied in bundles or packed in a suitable container and in no case shall any such bundle be larger than two (2') feet by three (3') feet, nor weigh more than forty (40) pounds. Large non-combustible and bulk rubbish shall be separated and shall be in no case intermingled with refuse or placed in refuse receptacles.

B. Brush -all brush shall be cut into three (3') foot lengths and tied into bundles weighing not more than forty (40) pounds.

C. Proper Containment Required -improperly contained garbage, rubbish, solid waste, yard waste, and/or recyclables or other refuse will be left and not removed by the waste hauler.

D. Placement of Containers- it shall be the duty of the owner/occupant of a residential dwelling unit to have the refuse which has accumulated normal to the incidental use of such premises, placed in an approved container once each week according to the day of the week scheduled for their garbage collection at a location which is near the public or private road right-of-way abutting the realty. The container shall be placed as close as possible within the road right-of-way and no such container shall be placed upon any sidewalk. If the refuse containers are not accessible, the owner/occupant will be responsible for proper disposal of the refuse. Any owner/occupant who has a larger quantity of refuse than the normal or average amount for the same type of premises, may make special arrangements with the authorized waste hauler.

It shall be unlawful for any person to place or authorize the placement of containers along the road right-of-way for collection prior to 5:00 p.m. of the day preceding the day established for collection, or fail to remove the containers prior to 7:00 p.m. on the day of collection.

No owner/occupant shall allow or place refuse for collection other than that which originates from their premises.

E. Storage of Containers During the week while refuse is being stored and accumulated for ultimate disposal, all refuse must be stored inside of a building and in a container equal to the quality of the container and standards specified herein, for deposit to be picked up by the designated waste hauler. Refuse may be stored outside of the building or structure while refuse is being accumulated for pick-up if the refuse is in a watertight container and is without holes, cracks or other conditions which would allow insects to penetrate the container, and such container must be placed in a manner that it would be free of rodents, clean and neat and erected in such a manner as not to allow the container to blow over and dump the refuse inside or in such a manner as to be a nuisance or hazard to the health, safety or welfare of the residents of the neighborhood.

#### **SECTION 9. CONSTRUCTION DEBRIS**

It shall be the duty of the owner/occupant of a residential dwelling unit to maintain the site clean and free of excess debris during construction and to remove from the premises within a reasonable time after the completion of such construction work, all surplus construction material and all refuse building material. Such materials shall not be placed for the normal weekly collection.

#### **SECTION 10. LARGE BULKY ITEMS**

An owner/occupant of a residential dwelling unit who has large bulky items for disposal, such as refrigerators, washing machines, dryers, water heaters, air conditioners, and similar refuse, may have such items picked up in accordance with special arrangements being made in advance with the authorized waste hauler, which arrangements shall include the time and place of pick-up. It shall be the responsibility of the owner/occupant to have the refuse at the location designated by the waste hauler prior to the time of collection. The waste hauler shall not enter buildings or structures for collection of large bulky items or related refuse. The designated waste hauler shall be responsible to evacuate coolant, if any, prior to disposal.

#### **SECTION 11. HAZARDOUS WASTE**

Hazardous waste shall not be collected by the authorized waste hauler on the normal, regular weekly pick-up. Lawful and proper disposal of hazardous waste shall be the responsibility of the owner/occupant of the residential dwelling unit. The Township will schedule a hazardous waste collection one day during the year.

#### **SECTION 12. COLLECTION SCHEDULE**

Every residential dwelling unit within the Township shall have its refuse collected according to the district in which they are located and in accordance with collection schedule established by the authorized waste hauler. Such schedule may be modified by resolution of the Township Board. In event the Township or the authorized waste hauler has a legal holiday within any calendar week, refuse collection will be delayed by one day, unless published to the contrary.

#### **SECTION 13. RATES; BILLING FOR REFUSE COLLECTION**

A. Rates - The authorized waste hauler shall charge fees for collection and disposal of refuse placed for collection as established and set forth in the contract between the waste hauler and the Township.

B. Billing - The authorized waste hauler shall send a quarterly invoice, in advance to each residential dwelling unit for which services are provided in the Township. Such invoice shall represent charges for services to be rendered in the following quarter. Unless otherwise specified by the Township, the invoice shall be delivered by regular mail at least two (2) weeks prior to the beginning of the quarter for which charges are imposed. The due date for payment shall be the last day of month prior to the beginning of the quarter for which the charges are imposed. If the last day falls on a Saturday, Sunday or legal holiday, the due date shall be the next business day.

C. Delinquent Accounts - If the owner/occupant of a residential dwelling unit within the Township does not remit payment upon receipt of the charges for refuse collection and disposal prior to or on the due date as stated on the bill, an additional five (5%) percent charge shall be added to the amount due. The waste hauler may use appropriate legal action available for collection of delinquent

billings.

Delinquent billings ninety (90) days past due as of September 15 of each year will be placed on the December tax roll against the residential dwelling unit for which services have been provided and the charges and penalties shall be collected in the same manner as provided for delinquent real property taxes in the Township.

It shall be the duty of any owner/occupant entering into any premises within the Township to contact the authorized waste hauler immediately in order that the new name of the person to be billed will be immediately registered and to avoid delays in collection. D. Payment of Charges - Payment for the charges contained in this Ordinance shall be made to the authorized waste hauler, unless the billing card or invoice sent for such service shall designate otherwise.

#### **SECTION 14. INDEMNIFICATION**

The authorized waste hauler shall, at its sole cost and expense, fully indemnify, defend and hold harmless the Township, its Board Members, officers, boards, commissions and employees against any and all claims, demands, suits, judgments, executions, liability, expense, debt, damages or penalty whatsoever, or any amount paid in compromise thereof (including but not limited to expenses for reasonable legal fees and disbursements and liabilities assumed by Township in connection therewith), arising out of or connected with the performance of waste hauling activities.

#### **SECTION 15. PERFORMANCE BOND**

A. Required. An authorized waste hauler shall, at its sole cost and expense, obtain and maintain during the life of the contract, a corporate surety bond with a United States Surety Company authorized to do business in the State of Michigan and found acceptable by the Township attorney, in the amount of Seven Hundred and Fifty Thousand (\$750,000.00) Dollars to guarantee full performance of its obligations and faithful adherence to all requirements of this Ordinance and all terms of any contract entered into with the Township. The authorized waste hauler shall provide this corporate surety bond to the Township at least thirty (30) days prior to commencement of its duties pursuant to its contract with the Township.

B. Rights Reserved. The rights reserved to the Township with respect to the bond are in addition to all the rights of the Township, whether reserved by this Ordinance, terms of the contract, or authorized by law; and no action, proceeding or exercise of a right with respect to such bond shall affect any other right the Township may have.

C. Required Endorsement. The bond shall contain the following endorsement:

"It is hereby understood and agreed that this bond may not be canceled by the surety nor any intention not to renew be exercised by the surety until sixty (60) days after receipt by the Township by registered mail, a written notice of such intent to cancel or not to renew."

Receipt of the sixty (60) day notice shall constitute a material breach of any contract entered into between the waste hauler and the Township, granting the Township the right to call in the bond.

#### **SECTION 16. SELECTION OF AUTHORIZED WASTE HAULER**

A sealed competitive bid procedure shall be utilized for the selection of an authorized waste hauler. The Township Board shall develop and approve the bid specifications. The Board may include in the bid specifications those requirements, conditions and specifications determined by the Board to be reasonably related to: "(a) promoting and protecting the public health, safety and welfare; (b) providing appropriate services to single family residential sites within the Township; (c) promoting the general understanding of and need for resource recovery, recycling and composting; (d) the collection and disposal of solid waste, recyclable material and yard waste from all single family residential sites; (e) a household hazardous waste collection and disposal program; (f) the rates and charges for the services of the authorized waste hauler for residential dwelling units within the Township; (g) procedures for the collection of rates and charges for services rendered or to be rendered to each residential dwelling unit by the authorized waste hauler; (h) a contractual obligation to provide collection and disposal service to residential dwelling units as requested at the rates and charges specified; (i) the submission of reports describing the volume of solid waste, recyclable materials and yard waste generated in the Township and



the location of sites of generation, as well as other reports required by the Board to determine the efficiency and effectiveness of the proposed waste hauler collection and disposal program; (j) provisions for the termination by the Township of the waste hauler in the event of the failure of the performance of the waste hauler; (k) the rights of the Township in the event of a breach of contract by the waste hauler; (l) operational specifications for collection trucks and equipment, number of employees, maintenance facilities, container handling, schedules and routes, and citizens complaints; (m) the right of the Township to inspect the record and operations of the waste hauler; (n) a provision for a multi-media informational program with respect to resource recovery, recycling and composting; (o) a requirement that the waste hauler comply with applicable federal and state laws, ordinances, as well as rules and regulations related thereto; (p) a requirement that the waste hauler secure and maintain in good standing all permits and licenses required by federal and state law, local ordinance, as well as rules and regulations related thereto; (q) other miscellaneous requirements and provisions as may be specified by the Township Board, including but not limited to, dumpster service at municipal buildings and facilities, a recyclable material drop-off center and spring clean-up assistance.

## **SECTION 17. INSURANCE**

A. Insurance Required - Any waste hauler hired by resolution of the Township Board shall at all times or for the term of the contract carry public liability, property damage, workers compensation and vehicle insurance in the form and amount set forth below. All insurance shall provide for a sixty (60) day notice to the Township in the event of a material alteration or cancellation of coverage prior to the effective date of such alteration or cancellation. Failure to provide or maintain insurance shall render any contract entered into between the Township and waste hauler null and void. Insurance requested herein shall be provided by an insurance company(s) licensed to conduct business in the State of Michigan with a current rating no less than "A" by A.M. Best Company and shall be approved by the Township and Township attorney. The authorized waste hauler shall procure and maintain during the life of the contract the following:

1. Workers Compensation Insurance in accordance with all applicable statutes of the State of Michigan. Coverage shall include employers liability coverage.

2. Commercial Automobile Liability Coverage, including Michigan No-fault Coverage for all vehicles used in the performance of the contract. Limited liability shall not be less than One Million (\$1,000,000.00) Dollars per occurrence combined single limits bodily injury and property damage. Commercial automobile liability coverage must include coverage for all autos, owned, non-owned and hired.

3. Commercial Liability Coverage, not less than One Million (\$1,000,000.00) Dollars per occurrence; One Million (\$1,000,000.00) Dollars general aggregate; One Million (\$1,000,000.00) Dollars personal and advertising injury; One Million (\$1,000,000.00) Dollars products/completed operations aggregates; Five Hundred Thousand (\$500,000.00) Dollars fire damage to real property; and Five Thousand (\$5,000.00) Dollars medical payments. Coverage shall not exclude contractual liability, explosion, collapse or underground hazards.

4. Umbrella Liability, not less than Five Million (\$5,000,000.00) Dollars each occurrence and Five Million (\$5,000,000.00) Dollars general aggregate. Coverage shall be umbrella form and not excess insurance. Pollution liability shall be included in coverage.

5. Pollution Liability Coverage, occurrence or claims made forms are acceptable with limits not less than Two Million (\$2,000,000.00) Dollars each occurrence/aggregate or Two Million (\$2,000,000.00) Dollars general aggregate/per project. Coverage shall include clean-up costs, on and off the site including transportation, and liability to third parties.

B. Additional Insured - The Township shall be named as an additional insured on all policies. The authorized waste hauler shall provide the Township with a Certificate of Insurance evidencing such coverage upon the effective date of the contract and maintain on file with the Township a current certificate throughout the term of the contract.

C. Proof of Insurance - The authorized waste hauler shall supply a copy of all insurance policies required under this section no later than thirty (30) days prior to commencement of its duties pursuant to the contract with the Township.

## **SECTION 18. ENFORCEMENT**

This Ordinance shall be enforced by the Macomb Township Ordinance Enforcement Officer,

Macomb County Sheriff Department or other individual duly appointed by resolution of the Township Board.

**SECTION 19. VIOLATION; PENALTY**

Any person, who shall violate a provision of this Chapter shall be guilty of a misdemeanor punishable in accordance with Chapter 1, Section 1-9.

**SECTION 20. REPEAL OF CONFLICTING PROVISIONS**

All resolutions, ordinances or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**SECTION 21. SEVERABILITY**

If any section, paragraph, clause or provision of this Ordinance is for any reason held to be invalid or unconstitutional, the invalidity or unconstitutionality of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 22. PUBLICATION**

A true copy of this Ordinance and a summary thereof shall be published in full in the MACOMB DAILY, a newspaper of general circulation in the Township of Macomb.

**SECTION 23. EFFECTIVE DATE**

This Ordinance shall take effect on January 1, 2007.

**MOTION carried.**

**C. Request to defend Christopher Homes v Macomb Township.**

Mr. BRENNAN reviewed this litigation item and stated his recommendation of approval.

**MOTION by KRZEMINSKI seconded by NEVERS to authorize the Township Attorney to defend the Township in the matter of Christopher Homes v Macomb Township.**

**MOTION carried.**

17. Clerk Comments:

**Request to Adopt Resolution 1 to Set a Public Hearing date for Golfview Estates for the Maintenance of the Storm Water Facility.**

Clerk KOEHS reviewed this request and stated his recommendation of setting the Public Hearing Date for Golfview Estates at 7:00 p.m. on Wednesday, October 11, 2006. the resolution was adopted as follows:

**RESOLUTION NO. 1**

Minutes of a regular meeting of the Township Board of the Township of Macomb, County of Macomb, Michigan, held in the Township Hall in said Township on **September 13, 2006**, at 7:00 o'clock P.M. Eastern Daylight Savings Time.

PRESENT: John D. Brennan, Michael D. Koehs, Marie E. Malburg, Dino F. Bucci, Jr.,  
Janet Dunn, Roger Krzeminski, Nancy Nevers  
ABSENT: None.

The following preamble and resolution were offered by Member DUNN and supported by Member BUCCI.

**WHEREAS**, final plat approval of Golfview Estates Subdivision (the "Plat") has been requested by the proprietor(s) thereof; and

**WHEREAS**, the County Drain Commissioner of Macomb County (the "Drain Commissioner") and the Macomb Township Board (the "Township") have examined the Plat and are willing to approve it on the condition that Section 192, et seq. of the State Land Division Act, (the "Act"), requiring that the proprietor(s) provide a detention basin, is satisfied; and

**WHEREAS**, Golfview Estates Subdivision (the "Association") and/or Lot Owners in Golfview Estates Subdivision are responsible for the maintenance and operation of the detention basin pursuant to and in accordance with a Declaration of Covenants and Restrictions which will be recorded with the Macomb County Register of Deeds coincident with the recording of the Plat; and

**WHEREAS**, in the event the Association and/or Lot owners refuse, fail or neglect to maintain the detention basin, which results in conditions threatening public health, safety or welfare, thus requiring the Township to abate such conditions, and

**WHEREAS**, if the Township expends funds to correct such conditions and/or to assume the cost of operating and maintaining the detention basin, it is desirable that a Special Assessment District be established which will enable the Township to spread the costs upon all property located in such district by the imposition of a special assessment levy; and

**WHEREAS**, it has been proposed that the special assessment levy for each lot within the Plat be equal to the annual cost of operation and maintenance of the detention basins multiplied by the fraction, the numerator of which is one (1) and the denominator of which is the total number of lots in the Plat; and

**WHEREAS**, pursuant to Sections 192a(2) and 192a(5) of the Act, property notice must be given and a hearing held on creation of the Special Assessment District and defraying the cost of operating and maintaining the detention basin by special assessment on the property benefited thereby.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE TOWNSHIP OF MACOMB, MACOMB COUNTY, MICHIGAN:**

1. That, subject to approval at a public meeting, the Township hereby declares a Special Assessment District pursuant to its authority granted in Section 192a of the Act and such Special Assessment District shall consist of a portion of the property contained within the Plat.

2. That the Township Board give notice of and hold a public hearing on **October 11, 2006**, on the creation of the Special Assessment District and objections thereto, including the defraying of the cost of operating and maintaining the detention basin by special assessment on the property benefited thereby, shall be discussed. The operation and maintenance of the detention basin shall include, but not be limited to, the operation and maintenance the cutting of grass and the removal of weeds and other debris.

3. That the Township Board be and hereby is authorized, empowered and directed to make, execute and deliver any and all instruments and papers and documents and to do and perform any and all acts and things which shall be or become necessary, proper, convenient or desirable to carry out, put into effect or make operative any and all mater and things authorized or permitted to be done in the hereinabove resolution.

---

Michael D. Koehs, CMC  
Macomb Township Clerk

**AYES:           BUCCI, DUNN, NEVERS, KRZEMINSKI, MALBURG, KOEHS, BRENNAN**  
**NAYS:           NONE**

**MOTION carried. RESOLUTION DECLARED ADOPTED.**

18.    Treasurer Comments: None

19.    Trustees Comments: None

#### **EXECUTIVE SESSION**

**MOTION by DUNN seconded by KOEHS to adjourn to Executive Session.**

**MOTION carried. (Adjourned to Executive Session at 7:55 p.m.)**

20.    **Bazi v Macomb Township** **Informational Only.**

21.  **Easement Acquisition, 25 Mile Road/Hayes Road Water Main Project**

**MOTION by KOEHS seconded by DUNN to approve the Easement Acquisition, 25 Mile Road/Hayes Road Water Main Project as presented.**

**MOTION carried.**

22.    **Garland Rental Group v Macomb Township** **Informational Only**

#### **ADJOURNMENT**

**MOTION by BUCCI seconded by KRZEMINSKI to adjourn the Board meeting at 8:30 p.m.**

**MOTION carried.**

Respectfully submitted,

---

John D. Brennan  
Macomb Township Supervisor

---

Michael D. Koehs, CMC  
Macomb Township Clerk